

**STATE OF ALASKA
DEPARTMENT OF HEALTH AND SOCIAL SERVICES
MEMORANDUM OF AGREEMENT
DIVISION OF MEDICAL ASSISTANCE
DIVISION OF PUBLIC HEALTH**

effective July, 1995

TN No. 95-16

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INTRODUCTION

This agreement is a variant on an agreement which has existed, in one form or another, since 1973. From state fiscal year 1974 through state fiscal year 1990, the agreement covered only administrative and clinical services delivered by Public Health Nursing to implement the EPSDT program on behalf of the Division of Medical Assistance.

In state fiscal year 1991, the agreement was expanded to cover "Healthy Baby" program services. These services provide targeted case management for high-risk Medicaid eligible women. Public Health Nursing delivered the services. The agreement also included the Bureau of Vital Statistics because it evaluated the program.

Beginning in state fiscal year 1992, the Department of Health and Social Services embarked on a policy of maximizing federal Medicaid matching revenue by "refinancing" programs. Since that time, this agreement has been expanded to include services provided by the Director, the Medicaid Services Unit, the Section of Epidemiology, the Section of Laboratories, the Section of Maternal, Child and Family Health, and expanded services by the Section of Public Health Nursing and the Bureau of Vital Statistics.

It is assumed that the Division will continue to maximize Medicaid funding for services to the Medicaid enrolled and eligible population, and to identify additional services appropriate for Medicaid funding in the future.

GENERAL POLICIES

It is the policy of the Department of Health and Social Services (DHSS) to maximize federal financial participation in eligible programs for eligible clients while maintaining Alaska's core public health structure. DMA's (Division of Medical Assistance) interest is to comply with its mandate to implement the Medicaid program. DPH's (Division of Public Health) interest is to assure preventive health services which are reimbursable by Medicaid to enhance the health status of Medicaid eligible clients.

It is the policy of the Division of Medical Assistance and the Division of Public Health to fully implement Title XIX of the Social Security Act, as amended by OBRA '89 and '90 and Alaska Statute 47.07.030 regarding targeted prenatal case management and Healthy Kids program (Early and Periodic Screening Diagnosis and Treatment - EPSDT) services to Medicaid eligible clients which are appropriately provided by the Division of Public Health.

It is the policy of both Divisions to cooperate in order to make targeted case management services available to high-risk, Medicaid eligible pregnant women (Healthy Baby); and EPSDT (Healthy Kids) screening, dental, medical, remedial and rehabilitative services available to all Medicaid eligible children in Alaska in accordance with the recognized periodicity schedule.

Other services covered in this agreement implement the policies of maximizing federal financial participation and optimizing health.

GENERAL TERMS

The Divisions jointly agree as follows:

1. Not to discriminate on the basis of race, color, handicap, or national origin in providing services under this agreement;
2. To abide by relevant provisions of the Social Security Act as amended as of this date and during the period of this MOA and to ensure that services provided continue to be Medicaid eligible for the duration of this agreement;
3. For division directors and DMA and DPH program staff to meet regularly or as necessary in order to review the progress of programs covered by this agreement, to establish policy clarifications and to overcome administrative difficulties which may arise during the term of the agreement;
4. To jointly negotiate agreements with the Indian Health Service and the 638 contractors to resolve program implementation and data reporting problems so that the full scope of EPSDT and other Medicaid funded programs provided by those entities can be reported;
5. To cooperate in the implementation of strategies to use the Medicaid management information systems data for public health epidemiological, program evaluation and planning purposes. The divisions will jointly identify information available, its uses, and design inquiries of mutual benefit to the two divisions while complying with all confidentiality requirements under CFR 431.300 - 306, AS 47.05.020 - .030 and 7 AAC 37.010 - .120;
6. Annually update the Financial Program Summary (RSA) which reflects the current budget information on the services to be provided and the amount of funds to be transferred to DPH from DMA. When DPH requests a change in the Financial Program during a fiscal year, a request should be presented in the Revised Program (RP) format identifying the budgetary changes by funding source, by program and include an explanation.
7. This agreement takes effect July 1, 1995. Amendments are to be made as necessary to maintain operation of the programs and agreed to by both divisions.
8. This agreement may be terminated by mutual consent provided a ninety (90) day notice is given in writing to the director of each division.
9. DPH will reimburse the federal government from DPH general funds for federal audit exceptions identified for which they are responsible. DMA will clarify for DPH risk areas for federal audit exposure. DMA will notify DPH of changes required for the FFP.

MUTUAL AND RESPECTIVE RESPONSIBILITIES

DIRECTORS' OFFICES

Effective Date: July 1, 1995

THE DIRECTORS OF MEDICAL ASSISTANCE AND PUBLIC HEALTH are the final authority on the contents of this agreement, and any future amendments as well as the accompanying RSAs and Cost Allocation Plans which implement this Memorandum of Agreement.

The Directors of the two divisions agree to meet quarterly or as frequently as necessary to clarify expectations, review progress, negotiate amendments, and supervise the implementation of this agreement. Any amendments to this agreement are to be negotiated directly between the Directors with support from their respective staff.

THE DIRECTOR OF MEDICAL ASSISTANCE will:

Ensure timely notification by the Health Care Financing Administration (HCFA) or the Division of Medical Assistance to the Director of Public Health of new policy directions;

Ensure First Health Corporation and the DMA MMIS staff support the implementation of this agreement by providing continuing maintenance of the EPSDT subsystem of the Medicaid Management information System (MMIS);

Ensure that the Division of Public Health is fully involved in any relevant enhancements, upgrades and reprocurments to the MMIS involving this MOA, including those enhancements identified in "Phase Two: Peat Marwick MMIS Analysis" report, pending a reprocurement of the MMIS;

Ensure that the Division of Public Health continues to have timely access to MMIS files, tapes, extracts and downloads necessary to produce ad hoc reports, file matches and other operations in support of this agreement;

Ensure appropriate Public Health staff are included in the development of DMA policies affecting EPSDT children, Medicaid eligible children and Medicaid eligible pregnant women.

THE DIRECTOR OF PUBLIC HEALTH will:

Regularly review the implementation of this agreement;

Direct the preparation and presentation of performance reports resulting from this agreement;

Ensure all Section Chiefs understand their responsibilities under this agreement;

Ensure the participation of appropriate Division staff in the implementation of this agreement, and preparation of amendments to it.

THE ADMINISTRATIVE OFFICERS in the two divisions are jointly responsible for preparation and maintenance of the RSA's and Cost Allocation Plans necessary to implement this agreement.

MEDICAID SERVICES UNIT

ADMINISTRATIVE AND PROGRAMMATIC SUPPORT

Effective Date: July 1, 1995

THE MEDICAID SERVICES UNIT is responsible for specific administrative and programmatic activities in support of this agreement. The Unit is meant to be the liaison between the two Divisions, in support of the Directors. The Unit is funded 100 % by the Division of Medical Assistance. The Unit's responsibilities are to provide administrative and direct support. The Medicaid Services Unit will:

ADMINISTRATIVE:

Prepare and maintain this Memorandum of Agreement;

Administer time studies necessary to document time spent by various sections in implementation of this agreement¹;

Ensure the integrity of the reporting formats for the EPSDT subsystem, in cooperation with DMA MMIS staff and First Health Corporation;

Collect, review quality, and enter data from the Well Child Assessment forms submitted by Public Health Nurses and others for entry into the EPSDT subsystem of the MMIS;

Arrange and facilitate consultation and negotiation between appropriate parties within the two divisions regarding this agreement to include quarterly briefing meetings between the directors of DPH, DMA, Medicaid Services Unit Coordinator, and the assigned Policy Unit MAA II;

Prepare and administer contracts necessary to carry out the purposes of this agreement;

Develop and provide staff support to special working groups needed to implement this agreement;

Produce reports, when technically possible, from the MMIS and other data sources, necessary to suggest new opportunities and measure progress in support of the programs covered under this agreement.

¹ This activity includes formulation of appropriate codes to document activities, distribution of appropriate time study forms, collection of time study forms from affected sections, programming report formats, data entry, and report production (see Cost Allocation Plan for a detailed description of the Time Study Methodology).